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June 21, 2007

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Staff Attorney
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211

Re: dPi Teleconnect, LLC, Complainant/Petitioner v. BellSouth
Telecommunications, Incorporated, Defendant/Respondent
Docket No.: 2005-358-C

Dear Ms. Boyd:

During the June 18, 2007 conference call with counsel for all parties, you as the Hearing Officer in this docket posed five questions to the parties regarding dPi's Motion to Compel and AT&T South Carolina's Response to that Motion. In preparing to answer those questions, AT&T South Carolina ("AT&T") discovered that as a result of certain internal confusion, some of the information in AT&T's Response is not accurate.

In order to have sufficient time to fully resolve the confusion and correct those inaccuracies, I requested that the follow-up call be postponed. I sincerely appreciate you and counsel for the parties agreeing to that request, and AT&T will participate in that follow-up call tomorrow at 11:30 a.m. Eastern. In order to provide you and the parties with accurate information prior to the call, however, AT&T respectfully submits the following written responses to the Hearing Officer's questions.

Question 1. AT&T's response to Item 2-3 (which was quoted on page 3 of AT&T's Response to dPi's Motion to Compel) states that "AT&T provided a spreadsheet listing the promotion, credit given, credit requested and credit denied, beginning in 2003 through 2006." On page 4 of the Response to the Motion to Compel, however, AT&T states "[a]s noted in its response above, AT&T provided a spreadsheet to dPi listing the promotion, credit given, credit requested, and credit denied for the years 2005 through 2006." The Hearing Officer asked which range is accurate -- 2003 to 2006, or 2005 to 2006.

THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.

Subject to a protective agreement between AT&T and dPi, AT&T has provided dPi a proprietary spreadsheet listing the promotion, credit given, credit requested and credit denied, beginning in 2003 through 2006. The 2005 reference on page 4 is a typographical error.

Question 2. The Hearing Officer's second question, which was addressed to dPi, was whether dPi is still seeking data from all the way back to 2002 in response to Request No. 2-3.

Although this question was addressed to dPi, AT&T respectfully informs the Hearing Officer that it has no records indicating that dPi requested any promotional credits from AT&T prior to October 2003.

Question 3. The Hearing Officer asked AT&T to confirm the accuracy of her understanding, based on AT&T's Response to the Motion to Compel, that at this time AT&T does not have any documentation of what specific reason(s) supported AT&T's decision to deny a credit for any specific request that dPi submitted for South Carolina.

The following information reflects the situation to date, based on the dates AT&T received requests for credits for South Carolina accounts that dPi submitted.

Requests received by AT&T for billing months prior to January 2005.

AT&T reviewed a sampling of these requests to determine whether they qualified for the credit, but AT&T did not maintain records of the specific reasons for denial of any specific requests in the sample. AT&T estimates that it would take approximately 50 man hours of work to review the requests in this sample and indicate specific reasons for denial of any specific requests in the sample.

Requests received by AT&T for billing months between January 2005 and November 2005.

AT&T originally reviewed a sample of these requests to determine whether the requested credit was appropriate, but AT&T did not maintain records of the specific reasons for denial of any specific requests in the sample. AT&T estimates that it would take approximately 44 man hours of work to review the requests in this sample and indicate specific reasons for denial of any specific requests in the sample. Subsequently, however, AT&T reviewed each request that had not been included in the sample and recorded the specific reasons for denial of those requests. AT&T will produce those records to dPi.

Requests received by AT&T for billing months between December 2005 and March 2006. AT&T reviewed a sample of these requests to determine whether they qualified for the credit, but AT&T did not maintain records of the specific reasons for denial of any specific requests in the sample. AT&T estimates that it would take approximately 16 man hours of work to review the requests in this sample and indicate specific reasons for denial of any specific requests in the sample.

Requests AT&T received since mid-March 2006. AT&T has records indicating the specific reasons for denial of these requests, and AT&T will produce those records to dPi.

Finally, the 50 man-hour estimate referenced on page 4 of BellSouth's Response is a Louisiana-specific estimate and not, as originally believed, a region-wide estimate. The South Carolina estimates set forth above are the accurate estimates for the purposes of this matter.

4. The Hearing Officer asked if submitting witnesses to deposition might be an alternative way of resolving this discovery dispute.

In order for an AT&T witness to meaningfully address questions related to Item 2-3 in a deposition, that witness would have to manually review all of the requests for which AT&T did not record a reason for denial, either prior to or during the deposition. AT&T respectfully submits that doing so would be unduly burdensome and, for that reason, AT&T does not believe a deposition would resolve the matter.

5. The Hearing Officer asked what the party's interconnection agreement states about the denial of credits.

Without waiving its right to fully argue the legal effect of these provisions at the appropriate time in these proceedings, AT&T respectfully submits as Exhibit A to this letter Attachment 1, Attachment 7, and the General Terms and Conditions of the Interconnection Agreement between dPi and AT&T that was in effect from April 19, 2003, to February 14, 2007.¹

¹ AT&T and dPi recently entered into a subsequent interconnection agreement. AT&T submits that the analogous provisions of that subsequent agreement are not substantively different than those in Exhibit A.

The agreement states that “[w]here available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.” Attachment 1, Exhibit A.

Although denials of credit for promotions are not specifically addressed in the Interconnection Agreement, billing disputes are defined and specifically discussed in the Interconnection Agreement. See Interconnection Agreement Attachment 7, Section 2. A billing dispute is “a reported dispute of a specific amount of money actually billed by either Party.” *Id.* at Section 2.2. Upon a party’s discovery of a billing dispute, the party must inform the other party of the dispute in writing and the parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. See *Id.* at Section 2.1. If the parties are unable to reach a resolution in that time period, then the parties must pursue dispute resolution in accordance with the General Terms and Conditions of the Interconnection Agreement. See *Id.*

The General Terms and Conditions of the Interconnection Agreement provide that “if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute.” General Terms and Conditions, Section 10. The Interconnection Agreement also allows for judicial review of Commission decisions. See *Id.*

Finally, I would like to reiterate that the inaccuracies in AT&T’s Response were unintentional and were the result of internal confusion. I appreciate the time you and the parties gave AT&T to resolve those matters and present accurate information in this docket, and on behalf of AT&T, I would like to apologize to you and the parties for any inconvenience this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick W. Turner", with a long horizontal flourish extending to the right.

Patrick W. Turner

PWT/nml
Attachments
cc: All Parties of Record

EXHIBIT A

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to DPI purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by DPI for the purposes of resale to DPI's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as DPI, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and

Commission rules and orders, BellSouth shall make available to DPI for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

- 3.1.1 When DPI provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if DPI does not resell Lifeline service to any end users, and if DPI agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event DPI resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon DPI and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
 - 3.1.2.2 DPI must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 DPI may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 DPI must resell services to other End Users.
 - 3.2.2 DPI cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 DPI will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from DPI for said services.
- 3.4 DPI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right

to serve directly any End User within the service area of DPI. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of DPI. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.5.1 When an End User of DPI or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and DPI will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or DPI to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to DPI, BellSouth will provide DPI with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. DPI acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. DPI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, DPI shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow DPI to designate up to 100 intermediate telephone numbers per CLLIC, for DPI's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. DPI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to DPI's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If DPI or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, DPI has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to DPI remain the property of BellSouth.
- 3.15 White page directory listings for DPI End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
 - 3.16.1 DPI must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which DPI may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.
 - 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
 - 3.16.3 Denial/Restoral OSS Charge. In the event DPI provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

- 3.16.4 Cancellation OSS Charge. DPI will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for DPI per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event DPI acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to DPI that Special Assembly at the wholesale discount at DPI's option. DPI shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for DPI customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate DPI customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the DPI customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and DPI shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to DPI, and DPI shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to DPI

- 4.1 Resale of BellSouth services shall be as follows:
 - 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 - 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
 - 4.1.3 BellSouth reserves the right to periodically audit services purchased by DPI to establish authenticity of use. Such audit shall not occur more than once in a calendar year. DPI shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by DPI for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 DPI may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If DPI cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
 - 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
 - 4.5.2 When DPI assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to DPI.
- 4.5.4 DPI must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 DPI or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 DPI accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 DPI will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, DPI shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill DPI for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact DPI's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, DPI will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). DPI is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National

Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

- 6.1.1 If DPI needs to change its OCN(s) under which it operates when DPI has already been conducting business utilizing those OCN(s), DPI shall bear all costs incurred by BellSouth to convert DPI to the new OCN(s). OCN conversion charges include all time required to make system updates to all of DPI's end user customer records. Appropriate charges will appear in the OC&C section of DPI's bill.
- 6.2 DPI shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that DPI will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for DPI's End User customer.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from DPI to BellSouth or will accept a request from another CLEC for conversion of the End User's service from DPI to such other CLEC. Upon completion of the conversion BellSouth will notify DPI that such conversion has been completed.
- 7. **Discontinuance of Service**
 - 7.1 The procedures for discontinuing service to an End User are as follows:
 - 7.1.1 BellSouth will deny service to DPI's End User on behalf of, and at the request of, DPI. Upon restoration of the End User's service, restoration charges will apply and will be the responsibility of DPI.
 - 7.1.2 At the request of DPI, BellSouth will disconnect a DPI End User customer.
 - 7.1.3 All requests by DPI for denial or disconnection of an End User for nonpayment must be in writing.
 - 7.1.4 DPI will be made solely responsible for notifying the End User of the proposed disconnection of the service.
 - 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise DPI when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by DPI and/or the End User against any claim, loss or damage arising from providing this information to DPI. It is the responsibility of DPI to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

- 8. Operator Services (Operator Call Processing and Directory Assistance)**
- 8.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 8.1 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 8.1.1 . Process 0+ and 0- dialed local calls
 - 8.1.3 .2 Process 0+ and 0- intraLATA toll calls.
 - 8.1.4 Process calls that are billed to DPI end user's calling card that can be validated by BellSouth.
 - 8.1.5 Process person-to-person calls.
 - 8.1.6 Process collect calls.
 - 8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.1.8 Process station-to-station calls.
 - 8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 8.1.10 Process emergency call trace originated by Public Safety Answering Points.
 - 8.1.11 Process operator-assisted directory assistance calls.
 - 8.1.12 Adhere to equal access requirements, providing DPI local end users the same IXC access that BellSouth provides its own operator service.
 - 8.1.13 Exercise at least the same level of fraud control in providing Operator Service to DPI that BellSouth provides for its own operator service.
 - 8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
 - 8.1.15 Direct customer account and other similar inquiries to the customer service center designated by DPI.
 - 8.1.16 Provide call records to DPI in accordance with ODUF standards.

- 8.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.2 Directory Assistance Service
- 8.2.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by DPI's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 8.3.1 Directory Assistance Service Updates
- 8.3.1 BellSouth shall update end user listings changes daily. These changes include:
- 8.3.2 New end user connections
- 8.3.3 End user disconnections
- 8.3.4 End user address changes
- 8.3.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4 Branding for Operator Call Processing and Directory Assistance
- 8.4.1 BellSouth's branding feature provides a definable announcement to DPI end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows DPI's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.
- 8.4.2 BellSouth offers three branding offering options to DPI when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 8.4.3 Upon receipt of the branding order from DPI, the order is considered firm after ten (10) business days. Should DPI decide to cancel the order, written notification to DPI's BellSouth Account Executive is required. If DPI decides to cancel after ten (10) business days from receipt of the branding order, DPI shall pay all charges per the order.

- 8.4.4 Branding via Originating Line Number Screening (OLNS)
- 8.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding DPI shall not be required to purchase dedicated trunking.
- 8.4.4.2 BellSouth Branding is the default branding offering.
- 8.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance DPI must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, DPI must submit a manual order form which requires, among other things, DPI's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. DPI shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon DPI's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all DPI end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 8.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, DPI shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.
- 8.4.5 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.5.1 Where DPI resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route DPI's end user calls to that provider through Selective Call Routing.
- 8.4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for DPI to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.5.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.

- 8.4.5.4 Where available, DPI specific and unique line class codes are programmed in each BellSouth end office switch where DPI intends to service end users with customized OCP/DA branding. The line class codes specifically identify DPI's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and DPI intends to provide DPI-branded OCP/DA to its end users in these multiple rate areas.
- 8.4.5.5 BellSouth Branding is the default branding offering.
- 8.4.5.6 SCR-LCC supporting Custom Branding and Self Branding require DPI to order dedicated transport and trunking from each BellSouth end office identified by DPI, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the DPI Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.4.5.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.5.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by DPI to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.6 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which DPI requires service.
- 8.4.6.1 Directory Assistance customized branding uses:
- 8.4.6.2 the recording of DPI
- 8.4.6.3 the loading of the recording in each switch.
- 8.4.6.4 Operator Call Processing customized branding uses:
- 8.4.6.5 the recording of DPI
- 8.4.6.6 2 the loading of the recording in each switch.
- 8.4.6.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to DPI's Account Manager stating a requested activation date.

10. RAO Hosting

- 10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.
- 11.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

LINE INFORMATION DATA BASE (LIDB)
RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by DPI.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by DPI.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by DPI for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of DPI and pursuant to which BellSouth, its LIDB customers and DPI shall have access to such information. In addition, this Agreement sets forth the terms and conditions for DPI's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. DPI understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of DPI, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to DPI's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether DPI has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of DPI from which a call originates.
 4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of DPI indicating the local

service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify DPI of fraud alerts so that DPI may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by DPI pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to DPI for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate DPI's data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify DPI end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. DPI is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.
- (2) BellSouth shall have no obligation to become involved in any disputes between DPI and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to DPI. It shall be the responsibility of DPI and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. DPI will not be charged a fee for storage services provided by BellSouth to DPI, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by

DPI in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from DPI, BellSouth will provide the Optional Daily Usage File (ODUF) service to DPI pursuant to the terms and conditions set forth in this section.
2. DPI shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DPI customer.
4. Charges for ODUF will appear on DPI's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. DPI will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in DPI's billing system will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to DPI:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11

- Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to DPI.
- 6.1.4 In the event that DPI detects a duplicate on ODUF they receive from BellSouth, DPI will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 The ODUF will be distributed to DPI via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, DPI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DPI will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DPI. Additionally, all message toll charges associated with the use of the dial circuit by DPI will be the responsibility of DPI. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on DPI end for the purpose of data transmission will be the responsibility of DPI.
- 6.2.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.

6.3 ODUF Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 DPI will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. DPI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DPI by BellSouth.

6.5 ODUF Control Data

DPI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DPI received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by DPI for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from DPI, BellSouth shall send test files to DPI for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that DPI set up a production (live) file. The live test may consist of DPI's employees making test calls for the types of services DPI requests on the ODUF. These test calls are logged by DPI, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from DPI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to DPI pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. DPI shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the EODUF will appear on DPI's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.
- 7.1 **Usage To Be Transmitted**
- 7.1.1 The following messages recorded by BellSouth will be transmitted to DPI:

Customer usage data for flat rated local call originating from DPI's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to DPI.
- 7.1.3 In the event that DPI detects a duplicate on EODUF they receive from BellSouth, DPI will drop the duplicate message (DPI will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
 - 7.2.1 The EODUF feed will be distributed to DPI via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among DPI's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DPI for the purpose of data transmission as set forth in Section 6.2.2 above.
 - 7.2.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.
- 7.3 Packing Specifications
 - 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange.

BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to DPI under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from DPI, DPI shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of DPI's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
 - 1.1.4 BellSouth will bill DPI in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill DPI, and DPI will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for DPI as a result of the execution of this Agreement.
 - 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, DPI will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, DPI may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from DPI.
- 1.2.1 OCN. If DPI needs to change its OCN(s) under which it operates when DPI has already been conducting business utilizing those OCN(s), DPI shall bear all costs incurred by BellSouth to convert DPI to the new OCN(s). OCN conversion charges include all time required to make system updates to all of DPI's End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of DPI. DPI shall make payment to BellSouth for all services billed. Payments made by DPI to BellSouth as payment on account will be credited to DPI's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between DPI and DPI's customer.
- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to DPI will not include those taxes or fees from which DPI is exempt. DPI will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of DPI.

- 1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, DPI may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to DPI. The procedures for discontinuing service to DPI are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by DPI of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to DPI that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by DPI to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to DPI if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Discontinuance of service on DPI's account will effect a discontinuance of service to DPI's End Users. BellSouth will reestablish service for DPI upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. DPI is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after DPI's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, DPI's service will be disconnected.

1.8 Deposit Policy. DPI shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by DPI. Any such security deposit shall in no way release DPI from its obligation to make complete and timely payments of its bill. DPI shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in DPI's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event DPI fails to remit to BellSouth any deposit requested pursuant to this Section, service to DPI may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to DPI's account(s). In the event DPI defaults on its account, service to DPI will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to DPI's account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from DPI, shall be forwarded to the individual and/or address provided by DPI in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by DPI as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from DPI to BellSouth's billing organization, the notice of discontinuance of services purchased by DPI under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. DPI shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to DPI by BellSouth will be in accordance with the methods and practices regularly applied

by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

- 3.2 DPI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to DPI on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 DPI must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, DPI must request that BellSouth establish a unique hosted RAO code for DPI. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from DPI that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. DPI shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from DPI.
- 3.7 All data received from DPI that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from DPI that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by DPI and will forward them to DPI on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and DPI will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, DPI will be responsible for ordering the circuit and coordinating the installation with BellSouth. DPI is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be

installed in the BellSouth data center by BellSouth and the associated charges assessed to DPI. Additionally, all message toll charges associated with the use of the dial circuit by DPI will be the responsibility of DPI. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the DPI end for the purpose of data transmission will be the responsibility of DPI.

- 3.10.2 If DPI utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of DPI.
- 3.11 All messages and related data exchanged between BellSouth and DPI will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 DPI will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for DPI to send data to BellSouth more than sixty (60) days past the message date(s), DPI will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or DPI, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from DPI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify DPI of the error. DPI will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, DPI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide DPI with associated intercompany settlements reports (CATS and NICS) as appropriate.

- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by DPI as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between DPI and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by DPI and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by DPI, is covered by CATS. Also covered is traffic that either is originated by or billed by DPI, involves a company other than DPI, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once DPI is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of DPI. BellSouth will distribute copies of these reports to DPI on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of DPI. BellSouth will distribute copies of these reports to DPI on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by DPI from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. BellSouth will remit the revenue billed by DPI to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DPI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by DPI within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of DPI. BellSouth will remit the revenue billed by DPI within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents

(\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DPI via a monthly CABS miscellaneous bill.

- 3.18.8 BellSouth and DPI agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from DPI, BellSouth will provide the Optional Daily Usage File (ODUF) service to DPI pursuant to the terms and conditions set forth in this section.
- 4.2 DPI shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DPI customer.
- 4.4 Charges for the ODUF will appear on DPIs' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. DPI will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
- 4.7.1 ODUF Messages to be Transmitted
- 4.7.1.1 The following messages recorded by BellSouth will be transmitted to DPI:
- 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- 4.7.1.1.2 Measured billable Local
- 4.7.1.1.3 Directory Assistance messages
- 4.7.1.1.4 IntraLATA Toll
- 4.7.1.1.5 WATS and 800 Service

- 4.7.1.1.6 N11
- 4.7.1.1.7 Information Service Provider Messages
- 4.7.1.1.8 Operator Services Messages
- 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to DPI.
- 4.7.1.4 In the event that DPI detects a duplicate on ODUF they receive from BellSouth, DPI will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to DPI via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 4.7.2.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO that is

sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 DPI will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. DPI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DPI by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 DPI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DPI's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by DPI for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from DPI, BellSouth shall send ODUF test files to DPI. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that DPI set up a production (live) file. The live test may consist of DPI's employees making test calls for the types of services DPI requests on ODUF. These test calls are logged by DPI, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from DPI, BellSouth will provide the Access Daily Usage File (ADUF) service to DPI pursuant to the terms and conditions set forth in this section.

5.2 DPI shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that DPI has purchased from BellSouth

- 5.4 Charges for ADUF will appear on DPI's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. DPI will be billed at the ADUF rates that are in effect at the end of the previous month.
- 5.5 Messages that error in the billing system of DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
- 5.6 ADUF Messages To Be Transmitted
 - 5.6.1 The following messages recorded by BellSouth will be transmitted to DPI:
 - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
 - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
 - 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to DPI.
 - 5.6.3 In the event that DPI detects a duplicate on ADUF they receive from BellSouth, DPI will drop the duplicate message and will not return the duplicate to BellSouth.
 - 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to DPI via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and DPI for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 5.6.4.3 If DPI utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of DPI.
 - 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.

The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
 - 5.6.6.1 DPI will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. DPI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DPI by BellSouth.
- 5.6.7 ADUF Control Data
 - 5.6.7.1 DPI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DPI's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by DPI for reasons stated in the above section.
- 5.6.8 ADUF Testing
 - 5.6.8.1 Upon request from DPI, BellSouth shall send a test file of generic data to DPI via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.
- 6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)**
 - 6.1 Upon written request from DPI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to DPI pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
 - 6.2 DPI shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
 - 6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
 - 6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on DPI's monthly bills for the previous month's usage. The charges are as set forth in

Exhibit A to this Attachment. DPI will be billed at the EODUF rates that are in effect at the end of the previous month.

- 6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of DPI will be the responsibility of DPI. If, however, DPI should encounter significant volumes of errored messages that prevent processing by DPI within its systems, BellSouth will work with DPI to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
 - 6.7.1 Usage To Be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to DPI:
 - 6.7.1.1.1 Customer usage data for flat rated local call originating from DPI's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 6.7.1.1.2 Date of Call
 - 6.7.1.1.3 From Number
 - 6.7.1.1.4 To Number
 - 6.7.1.1.5 Connect Time
 - 6.7.1.1.6 Conversation Time
 - 6.7.1.1.7 Method of Recording
 - 6.7.1.1.8 From RAO
 - 6.7.1.1.9 Rate Class
 - 6.7.1.1.10 Message Type
 - 6.7.1.1.11 Billing Indicators
 - 6.7.1.1.12 Bill to Number
 - 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to DPI.

- 6.7.1.3 In the event that DPI detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, DPI will drop the duplicate message (DPI will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
 - 6.7.2.1 The EODUF feed will be distributed to DPI over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among DPI's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DPI for the purpose of data transmission. Where a dedicated line is required, DPI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DPI will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DPI. Additionally, all message toll charges associated with the use of the dial circuit by DPI will be the responsibility of DPI. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on DPI's end for the purpose of data transmission will be the responsibility of DPI.
- 6.7.3 Packing Specifications
 - 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DPI which BellSouth RAO is sending the message. BellSouth and DPI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DPI and resend the data as appropriate.
 - 6.7.3.3 The data will be packed using ATIS EMI records.

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and DPI-Teleconnect, LLC (DPI), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or DPI or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, DPI is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, DPI wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and DPI agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

1.1 Prior to execution of this Agreement, DPI agrees to provide BellSouth in writing DPI's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.2 To the extent DPI is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, DPI will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to DPI pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. Operational Support Systems

DPI shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

When DPI purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to DPI shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of DPI shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by DPI.

5. White Pages Listings

- 5.1 BellSouth shall provide DPI and its customers access to white pages directory listings under the following terms:

- 5.1.1 Listings. DPI shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include DPI residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between DPI and BellSouth subscribers.
- 5.1.2 Rates. So long as DPI provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to DPI one (1) primary White Pages listing per DPI subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.2 Procedures for Submitting DPI SLI are found in The BellSouth Business Rules for Local Ordering.
- 5.2.1 DPI authorizes BellSouth to release all DPI SLI provided to BellSouth by DPI to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such DPI SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 No compensation shall be paid to DPI for BellSouth's receipt of DPI SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of DPI's SLI, or costs on an ongoing basis to administer the release of DPI SLI, DPI shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of DPI's SLI, DPI will be notified. If DPI does not wish to pay its proportionate share of these reasonable costs, DPI may instruct BellSouth that it does not wish to release its SLI to independent publishers, and DPI shall amend this Agreement accordingly. DPI will be liable for all costs incurred until the effective date of the amendment.
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by DPI under this Agreement. DPI shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate DPI listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to DPI any complaints received by BellSouth relating to the accuracy or quality of DPI listings.
- 5.2.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 Unlisted/Non-Published Subscribers. DPI will be required to provide to BellSouth the names, addresses and telephone numbers of all DPI customers who wish to be

omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff.

- 5.4 Inclusion of DPI End Users in Directory Assistance Database. BellSouth will include and maintain DPI subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and DPI shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.5 Listing Information Confidentiality. BellSouth will afford DPI's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.7 Directories. BellSouth or its agent shall make available White Pages directories to DPI subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

6. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for DPI, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to DPI End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for DPI End Users for the same length of time it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to DPI. Where BellSouth is providing to DPI Telecommunications Services for resale or providing to DPI the local switching function, then DPI agrees that in those cases where DPI receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to DPI End Users, and where DPI does not have the requested information, DPI will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

7. Liability and Indemnification

- 7.1 DPI Liability. In the event that DPI consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of DPI under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to DPI for any act or omission of another Telecommunications company providing services to DPI.
- 7.3 Limitation of Liability
- 7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 7.3.3 Neither BellSouth nor DPI shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent

efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
8. **Intellectual Property Rights and Indemnification**
- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.
- 8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use

patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Intellectual Property Remedies

8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

8.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.3.2.2 obtain a license sufficient to allow such use to continue.

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would

necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. **Proprietary and Confidential Information**

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and DPI, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement

and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

11. Taxes

- 11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

- 11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with

respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

- 11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 11.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys'

fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

12. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by DPI, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. **Adoption of Agreements**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to DPI any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

- 14.1 If DPI changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of DPI to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of DPI or BellSouth to perform any material terms of this Agreement, DPI or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

18. Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of DPI, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, DPI shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) DPI pays all bills, past due and current, under this Agreement, or (2) DPI's assignee expressly assumes liability for payment of such bills.

20. Notices

- 20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

DPI-Teleconnect, LLC

David B. Dorwart
President/CEO
2997 LBJ Freeway, Suite 225
Dallas, Texas 75234

Telephone: (972) 488-4500 Ext 4001

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the foregoing, BellSouth may provide DPI notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, DPI shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by DPI. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as DPI is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

26. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

27. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to DPI as a requesting carrier under the Act).

29. Rate True-Up

- 29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.
- 29.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 10 of the General Terms and Conditions of this Agreement.
- 29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and DPI specifically or upon all carriers generally, such as a generic cost proceeding.

30. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

31. Entire Agreement

- 31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and DPI acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and

executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

31.3 The following services are included as options for purchase by DPI pursuant to the terms and conditions set forth in this Agreement. DPI may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

DPI-Teleconnect, LLC

By: Original Signature on File

By: Original Signature on File

Name: Elizabeth R.A. Shiroishi

Name: David B. Dorwart

Title: Director

Title: President and CEO

Date: 3/20/2003

Date: 3/11/2003

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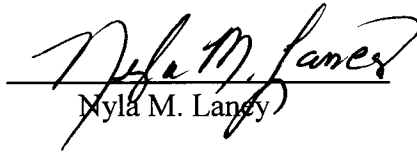
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